

CITY COUNCIL REPORT



MEETING DATE: 08/29/06

ITEM NO. 28

GOAL: Long-term Economic Prosperity

SUBJECT

Downtown Plan Update and Scottsdale Town Hall Event

REQUEST

Approve a sole source professional services contract with the Arizona Town Hall organization in the amount of \$30,000 for the purposes of facilitating a Scottsdale Town Hall event associated with Planning & Development Services work effort to update the Downtown Plan. Funds for this contract are available in CIP project account D0701, Downtown Plan Update & Special Project Implementation/Study.

BACKGROUND

On June 6, 2006 the Scottsdale City Council adopted Ordinance No. 3681, the final budget for fiscal year 2006/07. The adopted budget included \$500,000 in capital funding to support the Downtown Plan update and special project implementation/study.

Additionally, in the fiscal year 2006/07 budget, Council also approved separate operating funds to hire additional planning staff to work directly on downtown related work programs, including the Downtown Plan update.

Originally adopted by the City Council in 1984, the existing Downtown Plan still serves as the long-range policy document that guides growth and development decisions for Downtown Scottsdale. The plan calls for a unified strategy to raise the quality, character, marketability and overall viability of Downtown. The plan also encourages Downtown to become a mixed-use center with an emphasis on the integration of specialty retail, office, residential, restaurant and hotel uses. Over the past twenty years, the plan has framed public policy and development with regard to Downtown Scottsdale through its various elements:

- Summary Element – serves as the executive summary for the overall plan and asserts the goals and objectives established for the downtown area
- Land Use Element/Map – established the land use designations adopted by ordinance
- Circulation Element – set the goals and objectives of circulation throughout downtown
- Downtown Urban Design and Architectural Guidelines – delineates the list of recommendations for site development, building form, architectural and landscape character in

Action Taken _____

downtown generally and more specifically in the specialty retail character districts (Old Town, Main Street, Fifth Avenue, Marshall Way-Craftman's Court).

- Downtown (D) Zoning – was designed as performance based section of the Scottsdale Zoning Ordinance that encourages/regulates development in downtown.

Over the years, other community efforts focused on benefiting Downtown Scottsdale have occurred. Some of the highlights of these efforts include the 1987 Scottsdale Canal Bank Study; the 1999 Blue Ribbon Committee on the Downtown recommended guiding principles for the area; and more recently the 2001 Downtown Task Force recommended implementation program, the majority of which is underway or completed.

ANALYSIS & ASSESSMENT

The Downtown Plan and subsequent community efforts have been successful at guiding the growth, both financially and physically, of Downtown Scottsdale. Downtown's most recent successes under the plan include the addition of more than 2,000 new residential units as well as public and private development investment totaling \$2 billion. With the influx of new housing and investment, Downtown Scottsdale is on the cusp of becoming a true twenty-four hour downtown, thus realizing the Downtown Plan's main goal that Downtown Scottsdale become a "highly functional mixed-use center" that provides a "creative environment in which people live work and pursue leisure activities" (Downtown Plan, 1984).

This recent unprecedented public and private investment has sparked a significant shift in the culture of downtown. Historically, downtown Scottsdale, "The West's Most Western Town" has been oriented to serve the seasonal visitor. However, we now see downtown evolving toward a future that is diverse enough to embrace both its western heritage as well as a vibrant, year-round urban lifestyle for residents and visitors.

Merchants and galleries responding to the anticipated influx of downtown residents are now beginning to open seven days a week, twelve months a year and some are staying open at night to serve citizens and visitors who are discovering downtown as one of America's favorite night time entertainment and boutique hotel destinations.

Downtown residential development will provide town homes and lofts targeting a variety of residents including urban Generation X'ers and millenials as well as today's active empty nesters. The new neighborhoods being established today will become the urban fabric of tomorrow's downtown.

As the downtown continues to evolve, the need to reevaluate and revise long-range public policies governing the area is critical. Furthermore, the Downtown Plan is a component of the city's General Plan and regular updates to the General Plan are required by the State.

Thus, beginning in the summer of 2006, the Advance Planning Division work program (Attachment B) will include a comprehensive evaluation and update to the existing Downtown Plan. This update will help to prepare for the new downtown community Scottsdale will have over the next decade, and will identify what improvements and policies may be needed to serve such a community.

As part of this work effort, city staff requests City Council's consideration of an initial public participation event for the Downtown Plan update:

Downtown Scottsdale Arizona Town Hall

Arizona Town Hall is a private, nonprofit, civic organization that was created in 1962 to establish, through research and discussion, an Arizona citizenry that is well informed on the many facets of the state's economic, cultural and social life.

The Scottsdale Town Hall would be a specific and unique facilitation process of a three-morning event that only the Arizona Town Hall organization can provide. The important elements of the Town Hall process include:

- The participant selection process will be coordinated by an experienced, third party organization that can provide objectivity in selecting the participants from a large pool of candidates; and
- The Arizona Town Hall organization has a proven participant selection process that insures participation from a diverse cross-section of citizens and stakeholders.

The professional services of the Arizona Town Hall organization are proposed to assist Scottsdale in obtaining the input of residents and other interested parties in developing consensus on what should be included in the evaluation and update of the existing Downtown Plan. This organization would provide expert assistance in the planning, participant selection and facilitation of a major community event focused on the future of downtown.

A team of Arizona Town Hall professionals is proposed to organize and coordinate the Scottsdale Town Hall process supported by the City's Planning Department and the Downtown Group. Together, these groups would constitute the steering committee for the Scottsdale Town Hall.

The optimal week to target this process could be the second week in November prior to the "season" while providing enough lead-time for preparation of materials, communications with stakeholders and public notification.

Prior to the actual Scottsdale Town Hall sessions, Arizona Town Hall would work with the City to elicit from stakeholders those areas of interest and concern that they feel should be discussed/addressed. With input from the City and the stakeholders, Arizona Town Hall representatives would then formulate questions for use at the Scottsdale Town Hall sessions.

To ensure informed discussion, the City would prepare a background report to provide participants with information on history, previous downtown plans, development activity, current issues, economics, cultural programs, transportation and other areas of relevance. The background report will be provided to participants prior to the Scottsdale Town Hall.

The product of the Scottsdale Town Hall would be a final report that contains the carefully-developed consensus of what participants conclude should guide the evolution of downtown Scottsdale over the next decade, coupled with the background report. This final Scottsdale Town Hall report would be presented in an open house format to insure that the Town Hall process, discussion points and final report recommendations are available to the public at large.

The final Town Hall report will be presented in a public hearing format to the Scottsdale Planning Commission and City Council. The presentation will include a summary of the participant selection process and final attendee list; an overview of the questions posed and process used to elicit discussion during the three day Town Hall event; and a detailed overview of the final Town Hall report and recommendations. At the same time Planning & Development Services staff will also provide a presentation on the scope of work and schedule for the larger Downtown Plan Update project (Attachment B).

In addition to the Scottsdale Town Hall participation event, the Downtown Plan update would also be subject to the city's established community involvement and public hearing processes including (but not limited to):

- Early notification: signs, information display boards, web site postings, written correspondence and newspaper notifications.
- Meetings with stakeholder groups and interested citizens
 - Merchant meetings
 - Property owner meetings
 - Downtown user meetings
 - Tourism meetings
 - Targeted land user meetings (retail, restaurant, office, residential, personal service, entertainment)
- Publicly advertised informational open house events
- Public board and commission meetings (Planning Commission, Transportation Commission, Development Review Board)
- City Council meetings

RESOURCE IMPACTS

\$30,000 Arizona Town Hall Professional Services Contract
Funding source: Planning & Development Services CIP Account: D0701.

STAFF**RECOMMENDATION**

Direct staff to execute a \$30,000 contract with the Arizona Town Hall organization to provide professional services as described in the attached scope of work.

RESPONSIBLE DEPT(S)

Planning & Development Services, Advance Planning Division
Downtown Group

STAFF CONTACTS

John Lusardi, Advance Planning Director
480-312-7501, jlusardi@scottsdaleaz.gov

John C. Little, Downtown Group Executive Director
480-312-2539, jlittle@scottsdaleaz.gov

PREPARED BY

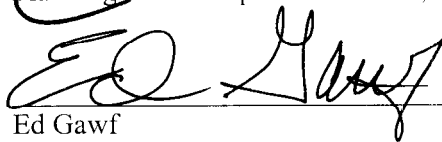
Erin Perreault de Perez, AICP
Sr. Planner, Advance Planning & Design
480-312-7093; eperreault@scottsdaleaz.gov

APPROVED BY

Kandy Grant
Planning & Development Services, Chief Planning Officer

8/16/06

Date



Ed Gawf
Assistant City Manager

8/15/06

Date

ATTACHMENTS

A: Scope of Work – Scottsdale Town Hall
B: Downtown Plan Update Work Program & Anticipated Schedule

Attachment A

Scope of Work Scottsdale Town Hall November 15th, 16th, 20th, 2006

Project Description

This project is designed to utilize the professional services of the Arizona Town Hall to provide expert assistance in the planning and facilitation of a major community public meeting focused on the future of downtown.

Background

Over the past three years, unprecedented public and private investment (approximately 2 billion dollars) has sparked a significant shift in the culture of downtown. Historically, downtown Scottsdale, "The West's Most Western Town" has been oriented to serve the seasonal visitor. More recently however, we now see downtown evolving toward a future that is diverse enough to embrace both its western heritage as well as a vibrant, year-round urban lifestyle.

Merchants and galleries responding to the anticipated influx of downtown residents are now beginning to open seven days a week, twelve months a year and some are staying open at night to serve citizens and visitors who are discovering downtown as one of America's favorite night time entertainment destinations.

Free trolley service has been similarly expanded to year-round service seven days a week.

Downtown residential development will provide over two thousand new condominiums, town homes and lofts targeting urban Generation X and millenials as well as today's active empty nesters.

Analogous, in some respects, to the birth of suburban master planned communities of the 70's and 80's, new neighborhoods are being established today that will become the fabric of tomorrow's downtown. Imbedded in these changes comes the predictable conflict that arises when communities are forced to come to grips with seemingly polarized choices for the future, e.g., urban vs. suburban. old west vs. new west, contemporary vs. traditional, day-time vs. night time, young vs. old. While these concepts are not always antagonistic to one another, they frequently give rise to uncertainty and fear about what the future may hold for a downtown equally loved by pioneers and recent arrivals.

Accordingly, it is important that efforts be made to invite stakeholders to discuss and develop ideas that will ensure that what comes next for downtown Scottsdale will be guided by caring people who share a love of the community.

Project Design

The Arizona Town Hall will lead and coordinate the Scottsdale Town Hall process supported by the City's Planning Department and the Downtown Group. Together, these groups will constitute the steering committee for The Scottsdale Town Hall.

The optimal week to target this process would be the second week in November prior to the "season" while providing enough lead-time for preparation of materials, communications with stakeholders and public notification.

Prior to the actual Town Hall sessions, The Arizona Town Hall will work with the City to elicit from stakeholders those areas of interest and concern which they feel should be discussed. With input from the City and the stakeholders, The Arizona Town Hall will then formulate questions for use at the Scottsdale Town Hall sessions.

To ensure informed discussion, the City will prepare a background report that will provide participants with information on history, previous downtown plans, development activity, current issues, economics, cultural programs, transportation and other areas of relevance. The background report will be provided to participants prior to the Town Hall and will be incorporated into the final report.

The product of the Town Hall will be a final report that contains consensus statements of what participants conclude should guide the development of downtown Scottsdale. It may also include, at the City's discretion, the background report. The Arizona Town Hall will compile the text of the final report and provide the City with advice, if needed, on final processing and distribution of the Report.

Project Schedule

The program will be conducted over three half days the second week in November. The first half-day session will begin Wednesday November 15. A second half day will follow on Thursday, the 16th, and the final half day session will be Monday November 20.

Arizona Town Hall suggests that the Scottsdale Town Hall begin with a kick-off orientation breakfast followed by a half-day "discussion session". Participants will return the next day for a four hour morning session. During these half-day sessions, participants are divided into three equal groups. The Arizona Town Hall, based on stakeholders' input, will work with the City to try to ensure that each group represents a balance of different stakeholders and interests. In each group, panel chairs use the questions prepared by the Arizona Town Hall to facilitate the discussion while recorders document consensus on the topics discussed.

Arizona Town Hall volunteers will process the results of the discussions and prepare a preliminary consensus report of all three groups to be discussed by participants in a half-day plenary session on Day 3 (Monday). At this plenary session, all participants will have the opportunity to suggest changes to the final report. However, changes can only be made with a consensus of the entire group. Consensus is considered reached when no one wants to add anything and no one objects strongly to the wording.

The Panel Chairs and Recorders will be provided through The Arizona Town Hall. This insures objectivity and impartiality of the process. The final report should be published by the end of November.

Participant Selection/Commitment

Prospective participants will be asked to apply for participation in the Town Hall sessions. Approximately one hundred participants will be identified for invitation to the Scottsdale Town Hall.

The Arizona Town Hall has a well defined process for selecting participants. They will review the applications and, with the assistance of the City, strive to invite a valid cross section of stakeholders representing community leaders, property and business owners, investors and persons with professional expertise on the topics being discussed. The Arizona Town Hall will assist the City in preparing the application forms and correspondence to be sent to potential and actual participants.

Those not selected, but wanting to participate, can be put on an alternate list if full registration is not achieved. Arizona Town Hall recommends this approach to ensure a balance of participation. Participants will be required to commit to attend all the sessions involving the equivalent of three half-days.

Timeline/Tasks

August

- City Council considers funding request
- Contract with Arizona Town Hall
- Distribute applications to potential participants
- Begin development of discussion topics
- Steering Committee meets to finalize logistics (City & AZ Town Hall)
- Venue Selected (City)

September

- Background Report completed
- Invitees identified by Arizona Town Hall
- Invitations mailed

October

- Finalize discussion questions
- Finalize logistics and meeting planning
- Mail materials to participants and media

November

- Scottsdale Town Hall Meeting
- Final Report Issued

January

- Scottsdale Town Hall Public Open House
- Presentation to Planning Commission
- Presentation to City Council

Estimated Fiscal Impact

The consultant will be responsible for providing advice and guidance to the city throughout the process. During the Town Hall meetings they will provide facilitation and recording services and oversee the content of the final report. They will serve as hands on consultants to insure integrity and effectiveness of the process.

City staff will be responsible for materials preparation and production, mailings, notification, and all meeting related logistics including venue and publicity. The professional services contract amount with Arizona Town Hall is \$30,000. Funds for this contract are available in CIP project account #D0701, Downtown Plan Update & Special Project Implementation/Study.

Community Involvement

Approximately 100 invited citizens will be involved in this process. Unlike other Arizona Town Hall meetings, this one will not require a registration fee from participants. Involvement will be by invitation based on established Town Hall selection criteria. All members of the community will be eligible for potential participation, not just those with direct interests downtown. Arizona Town Hall will oversee participant selection.

The City also will implement a communications program to insure all interested citizens are kept up to date on this project.

Over the summer, city staff will prepare a background report for distribution to Town Hall participants. The background report will provide resource material on history, previous and current downtown plans, development activity, current issues, economics, cultural programs, transportation and other information relevant to the discussions. These materials are an important component of the process to insure participants have a shared understanding of key facts, trends and demographic data.

Outcome

The product of the Town Hall will be a final report which contains the recommendations of the Town Hall participants and may also, at the option of the city, be presented in a public open house to insure that the Town Hall process, discussion points and final report are available to the public at large. In addition to the open house, the final Scottsdale Town Hall report will also be presented in a public hearing format to the Scottsdale Planning Commission and City Council.

Attachment B
Downtown Plan Update
2006-07 Work Program

Downtown Plan Update

As the downtown continues to evolve, the need to reevaluate and revise long-range public policies governing the area is critical. Furthermore, the Downtown Plan is a component of the city's General Plan and regular updates to the General Plan are required by the State.

In anticipation of the need to update the Downtown Plan, in June 2006, the Scottsdale City Council adopted Ordinance No. 3681, the final budget for fiscal year 2006/07. The adopted budget included \$500,000 in capital funding to support the Downtown Plan update and special project implementation/study.

Additionally, in the fiscal year 2006/07 budget, Council also approved separate operating funds to hire additional planning staff to work directly on downtown related work programs, including the Downtown Plan update.

Work Program

The Downtown Plan update will include the following generalized work items. A more detailed list of items and an anticipated schedule for each is also attached:

- 1) Comprehensive Review of Existing Downtown Plan & Associate Policies
- 2) Public Involvement Process
 - a. Scottsdale Town Hall event
 - b. One-on-one & group meetings with downtown stakeholders
 - c. Public Workshops/Charrettes
 - d. Public Open House(s)
 - e. Planning Commission, Development Review Board and City Council study session presentations/discussions
 - f. Planning Commission, Development Review Board and City Council public meetings
- 3) Downtown Plan Update Project Deliverables:
 - a. Vision/Goals/Objectives Update
 - b. Circulation Update (to be directly coordinated with the timing and recommendations of the Transportation Master Plan)
 - c. Land Use Update
 - d. Design Guidelines Update
 - e. Zoning Ordinance Update (including the Downtown (D) and Downtown Overlay (DO) Sections of the Scottsdale Zoning Ordinance)

Downtown Plan Update 06-07 Work Program		2006												2007											
Task		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jan	Feb	Mar	Apr	May	Jun					
Review of Existing Plan/Policies																									
Prepare Public Involvement Plan																									
Council Action on STH/Contract																									
Letters to Potential STH Participants																									
AZ Town Hall Participant Selection																									
Town Hall Background Report DT																									
Scottsdale Town Hall Event																									
Scottsdale Town Hall Final Report																									
Presnet Town Hall Findings to PC/CC																									
RFQ for Public Involvement Consultant																									
RFQ for Urban Design Consultant																									
Stakeholder/Citizen Meetings/Charrettes																									
Update Vision/Goals/Objectives of DT Plan																									
Update Land Use Element of DT Plan																									
Update Circulation Element of DT Plan*																									
Update Design Guidelines																									
Public Open House - Updates to DT Plan																									
Design Guidelines to DRB																									
Downtown Plan Update Package to PC																									
Downtown Plan Update Package to CC																									
ZOU - Downtown																									
* Coordinate Timing/Update with TMP																									



Planning &
Development
Services
Department

Memo

To: The Honorable Mayor and City Council
From: Frank Gray, General Manager Planning & Development Services
Date: August 23, 2006
Subject: Resolution No. 6989/Contract No. 2006-148-COS

The purpose of this memo is to provide you with the following two additional attachments to the City Council Report previously sent to you associated with Consent Agenda Item #28, Downtown Plan Update and Scottsdale Town Hall Event, on the August 29, 2006 City Council meeting agenda.

Attachment C: Resolution No 6989

Attachment D: Contract No. 2006-148-COS

RESOLUTION NO. 6989

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO APPROVE A SOLE SOURCE PROFESSIONAL SERVICES CONTRACT NO. 2006-148-COS, WITH ARIZONA TOWN HALL FOR THE PURPOSES OF FACILITATING A SCOTTSDALE TOWN HALL EVENT.

WHEREAS, the City of Scottsdale requires the services of qualified persons to perform the facilitation of a Scottsdale Town Hall event to obtain the input of residents, downtown stakeholders and other interested parties in developing consensus on what should be included in the evaluation and update of the Scottsdale Downtown Plan; and

WHEREAS, the Arizona Town Hall Organization is qualified and able to provide such services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. Mayor Mary Manross is hereby authorized and directed to execute, on behalf of the City of Scottsdale, Sole Source Professional Services Contract No. 2006-148-COS, an agreement between the City of Scottsdale and Arizona Town Hall to perform the facilitation of a Scottsdale Town Hall event to gather public input necessary for updating the Scottsdale Downtown Plan.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Scottsdale this 29th day of August, 2006.


ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
Carolyn Jagger,
City Clerk

By: _____
Mary Manross,
Mayor

APPROVED AS TO FORM:

By:  _____
Deborah Robberson,
City Attorney



**CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, made and entered into this ____ day of _____ 2006, by and between the City of Scottsdale, a Municipal Corporation of the State of Arizona hereinafter referred to as "City", and Arizona Town Hall, an Arizona 501 C 3 non-profit corporation, hereinafter referred to as "Consultant".

WITNESSETH

THAT, the Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services;

WHEREAS, the City desires to contract for professional services to assist the City in obtaining input from residents and other interested parties through the formulation of topics, questions and facilitation of discussion sessions for the purpose of evaluating and updating the existing downtown plan.

WHEREAS, Consultant is duly qualified to perform the requested services;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City as designated in Section 4.6 of this Agreement, to provide the professional services required under this Contract.

1.1 SCOPE OF SERVICES

A. Consultant will oversee recruitment and selection of Scottsdale Town Hall participants.

- i. Consultant shall assist the City in preparing the application forms and correspondence to be sent to potential participants.
- ii. Consultant shall provide draft correspondence, including a letter inviting recipients to apply to attend the Scottsdale Town Hall.
- iii. Consultant shall create an application for participation and a form letter to be sent to selected applicants.

- iv. Consultant shall identify approximately one hundred participants for invitation to the Scottsdale Town Hall.
 - v. Consultant shall review the applications and invite a valid cross section of stakeholders representing community leaders, property and business owners, investors and persons with professional expertise on the topics being discussed.
 - vi. Consultant shall make participation in all of the sessions mandatory.
- B. Prior to the Town Hall sessions, Consultant will work with the City to elicit from stakeholders those areas of interest and concern which they feel should be discussed.
- i. Consultant shall have the materials along with the communications with stakeholders and public notification finished five days before the first meeting. The optimal dates for the Scottsdale Town Hall event are November 15th, 16th and 20th, prior to the "season" for downtown retailers.
 - ii. With input from the City and the stakeholders, Consultant shall formulate questions for use at the Scottsdale Town Hall sessions.
 - iii. Based on stakeholder application information, Consultant shall work with the City to ensure that each group represents a balance of different stakeholders and interests.
- C. Consultant shall lead and coordinate the Scottsdale Town Hall process supported by the City's Planning Department and the Downtown Group. These groups will constitute the steering committee for the Scottsdale Town Hall.
- i. Consultant shall conduct three half-day sessions beginning the second week in November. The first half-day session will start Wednesday, November 15, the second half-day session will start Thursday, November 16, and the final half-day session will start Monday, November 20.
 - ii. Consultant shall begin with the Scottsdale Town Hall kick-off orientation breakfast followed by a half-day "discussion session". Participants will be required to return the next day for a four-hour morning session. Half-day sessions will be divided into three equal groups.
- D. To ensure impartiality in the process, Consultant shall provide volunteers and personnel to oversee the discussion sessions.
- i. Consultant shall provide recorders and panel chairs for the three groups and at least two senior Consultant staff to oversee all aspects of the Scottsdale Town Hall sessions.
 - ii. Consultant will have panel chairs from each group use the questions prepared by Consultant to facilitate the discussion.
 - iii. Consultant volunteers shall process the results of the discussions and prepare a preliminary consensus report of all three groups to be discussed by participants in a half-day session on Day 3 (Monday).

- E. Consultant shall compile the text of the final report and provide the City with advice, if needed, on final processing and distribution of the Report.
 - i. The Consultant's final report shall contain consensus statements of the participants conclusions for the future of downtown Scottsdale and may also include, at the City's discretion, a background report.
 - ii. Consultant shall have the final report completed by the end of December 2006.
- F. Consultant shall attend three meetings with City staff.
- G. Consultant shall make one presentation to Scottsdale City Council.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task shall be subject to review and approval by the Contract administrator.
- B. The City shall provide all necessary information to the Consultant for timely completion of the scope of services set forth in Section 1.1.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract shall be the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task shall be detailed in an itemized statement and submitted to the Contract Administrator. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and costs incurred, and make such materials available for audit by the City pursuant to Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The amount paid to Consultant inclusive of all expenses under this Contract shall not exceed \$25,000 for professional services, with an additional \$5,000 for contingency, not to exceed \$30,000 total.

Amounts indicated in Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator prior to payment.

2.4 PRICE ADJUSTMENT

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

This Contract shall expire on February 28, 2007.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the services actually completed. The Contract Administrator shall determine the amount of work completed for each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work commenced after receipt of the notice of termination, nor for any costs incurred by Consultant's suppliers or Subcontractors, which Consultant could reasonably have avoided.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as determined by the Contract Administrator, or the failure to provide City, upon request, with adequate assurance of future acceptable performance shall be deemed a material breach allowing the City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Consultant for payment under this agreement, and Consultant shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Consultant.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice pursuant to Section 4.11 of termination to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract shall not be assigned or sublet in whole or in part.

4.5 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant or its successors, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City shall be Erin Perreault de Perez. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all Subcontractors.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:
Tara Jackson, President
Arizona Town Hall
111 West Monroe – Suite 1216
Phoenix, AZ 85003

In the case of City:
Erin Perreault de Perez, Senior Planner

City of Scottsdale
Advance Planning, Policy and Design Services
7506 E Indian School Rd
Scottsdale, AZ 85251

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultants performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.19 INDEMNIFICATION

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses,

including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.20 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.21 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

5.0 INSURANCE

This contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number will be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

- 5.1.1 General: Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

- 5.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Consultant. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

- 5.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

- 5.1.4 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

- 5.1.5 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Consultant shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Consultant to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

- 5.1.6 Use of Subcontractors: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Consultant. Consultant shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Insurance Representations and Requirements – Cont'd

- 5.1.7 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Scottsdale with Certificate(s) of Insurance, or

formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement.

If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Consultant's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.
4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

5.2 Required Coverage

- 5.2.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.
- 5.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$1,000,000 all claims.

Required Coverage – Cont'd

- 5.2.3 Vehicle Liability: Consultant shall maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Consultant's owned, hired, and non-owned vehicles

assigned to or used in the performance of the Consultant's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

- 5.2.4 Workers Compensation Insurance: Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Prior to any contract payment being made, the attached I.R.S. Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

IN WITNESS WHEREOF, the City of Scottsdale by its Mayor and City Clerk have hereunto subscribed their names this ____ day of _____, 200 .

CITY OF SCOTTSDALE

By: _____
Mary Manross, Mayor

ATTEST:

CONSULTANT:
By: _____

Carolyn Jagger, City Clerk

By: _____


CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR

Monroe C. Warren
Purchasing Director

By: _____

APPROVED AS TO FORM:



Deborah Robberson
City Attorney

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:	Project Title:	Contract #:		
Companies Affording Coverage		Current State of Arizona License		Current A.M. Best Rating
Producer: Insured:	A. B. C. D. E.	Yes	No	

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS	(,000)
	General Liability Commercial General Liability Occurrence Claims Made Owner's & Contractor's Prot. Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	\$ \$ \$ \$ \$ \$
	Automobile Liability Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	\$ \$ \$ \$
	Professional Liability Type _____ Claims Made Occurrence				Each Claim All Claims	\$ \$
	Excess Liability Umbrella Form Other than umbrella form Claims Made Occurrence				Each Occurrence Aggregate	\$ \$
	Workers Compensation Employer's Liability				Statutory Limits Each Accident Disease-Policy Limit Disease-Each Employee	 \$ \$ \$
	Builder's Risk					
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED

City of Scottsdale
9191 E. San Salvador Drive
Scottsdale, AZ 85258

Authorized Representative of the insurance company(ies)

Signature: _____

Date: _____

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person))	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
	<input type="checkbox"/> _____				EACH ACCIDENT	\$
	<input type="checkbox"/> _____				AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS	OTHER
	THE PROPRIETOR/ <input type="checkbox"/> INCL				EL EACH ACCIDENT	\$
	PARTNERS/EXECUTIVE <input type="checkbox"/> EXC				EL DISEASE . POLICY LIMIT	\$
	OFFICERS ARE: <input type="checkbox"/> L				EL DISEASE . EA EMPLOYEE	\$
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. **APPLICABLE CONTRACT NUMBER:** _____

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

W-9 TAXPAYER FORM

It is necessary for the ***successful*** Consultant to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in this contract, prior to any contract payment being made. This form is available, in PDF format from the Professional Contracts Listing on Purchasing's web site.